



County of Los Angeles **CHIEF EXECUTIVE OFFICE**

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LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

March 11, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: WEST COAST BASIN BARRIER PROJECT
CONDITION ASSESSMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Acting Director of Public Works or his designee, on behalf of the Los Angeles County Flood Control District, to enter into a cooperative agreement with the West Basin Municipal Water District and the Water Replenishment District of Southern California to perform a condition assessment of the West Coast Basin Barrier Project. The total cost of the project is estimated to be \$160,000 and will be financed by Fiscal Year 2007-08 Flood Control District Budget. Under this agreement, the West Basin Municipal Water District and the Water Replenishment District of Southern California will each reimburse Public Works for one-third of the cost to perform the study, up to \$54,000 each.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to conduct a condition assessment of the West Coast Basin Barrier Project (WCBBP) infrastructure and recommend repairs, improvements, and measures to prevent future shutdowns in an effort to protect our underground water supply from seawater intrusion.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1) by improving operations of infrastructure to better serve the public and Fiscal Responsibility (Goal 4) by utilizing, in part, external funding sources. Public Works will receive contributory funding in the amount of \$108,000 for this project.

FISCAL IMPACT/FINANCING

The total cost of the study is estimated to be \$160,000 and will be financed by Fiscal Year 2007-08 Flood Control District Budget. Under this cooperative agreement, the West Basin Municipal Water District (WBMWD) and the Water Replenishment District of Southern California (WRD) will each reimburse Public Works for one-third of the cost to perform the study, up to \$54,000 each.

There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Flood Control District (LACFCD) is the lead agency for the study and will be collecting the funds from each participating agency necessary to conduct the study. An agreement substantially similar to the agreement attached as Exhibit A, which has been approved as to form by County Counsel, will be used to collect funds from the WBMWD and the WRD of Southern California.

The LACFCD owns and operates the WCBBP. Freshwater is injected into the underlying aquifers to develop a pressure ridge that prevents seawater from intruding into and degrading the underground potable water supply. Due to the age and recent repairs to the WCBBP, the LACFCD seeks to evaluate the condition of the water supply lines, valves, and connections through a consultant services agreement. Public Works will be coming back to your Board requesting approval to award the consultant services agreement.

ENVIRONMENTAL DOCUMENTATION

This project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA guidelines. This exemption provides for feasibility or planning studies for possible future actions, which have not been approved, adopted, or funded.

The Honorable Board of Supervisors
March 11, 2008
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on the current level of service.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Water Resources Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a stylized flourish at the end.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
RHK:vt

Attachment

c: County Counsel

**Agreement
to Jointly Fund a
Condition Assessment of
the West Coast Basin Barrier Project
Between
Los Angeles County Flood Control District,
Water Replenishment District of Southern California,
and
West Basin Municipal Water District**

This agreement is entered into _____, 2008, between the Los Angeles County Flood Control District (LACFCD), Water Replenishment District of Southern California (WRD), and West Basin Municipal Water District (WEST BASIN).

WHEREAS, the County of Los Angeles is home to approximately 10 million residents who depend on reliable sources of water; and

WHEREAS, approximately two-thirds of the water supply is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including injection at the West Coast Basin Barrier Project (BARRIER); and

WHEREAS, LACFCD is a special district organized and operating under the County of Los Angeles Flood Control Act, Water Code Unified Acts, Act 4463 (Flood Control Act); and

WHEREAS, pursuant to the Flood Control Act, the LACFCD is authorized to manage flood control and water conservation facilities within its boundaries, and said efforts include injection of water at the BARRIER to recharge the groundwater basins within the County, including the subterranean regional aquifer known as the West Coast Groundwater Basin (West Coast Basin); and

WHEREAS, LACFCD owns and operates the BARRIER which consists of injection wells, water supply lines, pressure-reducing stations, and related appurtenances, for the purpose of injecting water, including to aid in the replenishment of the water supply of the West Coast Basin, and to form a hydraulic barrier to prevent seawater from intruding into the West Coast Basin; and

WHEREAS, WRD is a special district created pursuant to California Water Code, Section 60000, et seq., adopted by the California legislature in 1955; and

WHEREAS, WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast groundwater

basins, which basins serve as the source of nearly 40 percent of the water used by the 4 million people overlying the WRD's 420-square-mile service area; and

WHEREAS, WRD's mission includes managing and safeguarding the groundwater resources of the West Coast Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins; and

WHEREAS, WEST BASIN was established for the purpose of, among other things, water conservation and ensuring a reliable supply of potable water for the region; and

WHEREAS, WEST BASIN supplies, WRD purchases, and LACFCD conveys and injects the water into the BARRIER; and

WHEREAS, WEST BASIN and WRD benefit from the efforts of LACFCD to inject water at the BARRIER to replenish the water supply of the West Coast Basin and prevent seawater from intruding into the West Coast Basin; and

WHEREAS, LACFCD, WRD, and WEST BASIN desire to perform an assessment of the condition (Condition Assessment) of the BARRIER to determine if improvements are required to prevent future shutdowns of the BARRIER and to maintain protective groundwater elevations with a high level of efficiency.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD, WRD, and WEST BASIN, and of the premises herein contained, it is hereby agreed by the parties as follows:

SECTION 1 – SCOPE OF WORK

The Scope of Work for the Condition Assessment was developed jointly by LACFCD, WRD, and WEST BASIN and is included as Exhibit A.

SECTION 2 – REQUEST FOR PROPOSALS/CONSULTANT SELECTION

LACFCD shall have authority to hire a third-party consultant by means of a procurement that satisfies the LACFCD's normal procurement process, including by means of employing a request for proposals for the Condition Assessment. LACFCD shall provide copies of the selected proposal to WRD and WEST BASIN prior to awarding a contract to perform the Condition Assessment. If WRD and WEST BASIN do not object within ten (10) days of receiving the proposal selected by LACFCD, WRD and WEST BASIN will be deemed to have approved LACFCD's selection.

SECTION 3 – PAYMENTS

WRD and WEST BASIN shall each reimburse the LACFCD for one-third of the cost for a consultant to perform a Condition Assessment up to \$54,000 each. LACFCD

shall invoice WRD and WEST BASIN monthly based on invoices it receives from the selected consultant. LACFCD shall be responsible for all costs in excess of said contributions by WRD and WEST BASIN to complete the assessment. WRD and WEST BASIN will not reimburse LACFCD for any additional costs to perform or complete the assessment except pursuant to a prior written amendment to this agreement.

SECTION 4 – REPORT OF FINDINGS

LACFCD shall provide both WRD and WEST BASIN with copies of the draft report of findings submitted by the consultant. Comments from WRD and WEST BASIN on the draft report of findings must be submitted to LACFCD within fourteen (14) days of LACFCD providing the draft report of findings to be considered for incorporation into the Final Comprehensive Report of Findings. LACFCD shall also provide both WRD and WEST BASIN with copies of the Final Comprehensive Report of Findings.

SECTION 5 – NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: LACFCD
County of Los Angeles Department of Public Works
Assistant Deputy Director – Water Resources Division
900 South Fremont Avenue, 2nd Floor
Alhambra, CA 91803-1331

To: Water Replenishment District of Southern California
Attention General Manager
4040 Paramount Boulevard
Lakewood, CA 90712

To: West Basin Municipal Water District
Attention General Manager
17140 South Avalon Boulevard
Carson, CA 90746

SECTION 6 – INDEMNIFICATION

- a. LACFCD shall hold harmless, defend at its own expense, and indemnify WEST BASIN and WRD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees arising from the negligence or willful misconduct of LACFCD or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from WEST BASIN's or WRD's negligence or willful acts.

- b. WEST BASIN shall hold harmless, defend at its own expense, and indemnify LACFCD and WRD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees arising from the negligence or willful misconduct of WEST BASIN or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from LACFCD's or WRD's negligence or willful acts.
- c. WRD shall hold harmless, defend at its own expense, and indemnify LACFCD and WEST BASIN, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees arising from the negligence or willful misconduct of WRD or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from LACFCD's or WEST BASIN's negligence or willful acts.

SECTION 7 – ASSIGNMENT

No one party to this agreement shall assign, sell, or otherwise transfer any obligation or interest in this agreement without the specific written consent of the other parties to this agreement.

SECTION 8 - APPLICABLE LAW

This agreement shall be construed in accordance with and governed by the laws of the State of California.

SECTION 9 - INTEGRATION

This agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the date first above written.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

By: _____
Chief Engineer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Robb Whitaker, General Manager

APPROVED AS TO FORM:

By: _____
Weston, Benshoof, Rochefort, Rubalcava & MacCuish LLP

WEST BASIN MUNICIPAL WATER DISTRICT

By: _____
Richard Nagel, General Manager

APPROVED AS TO FORM:

By: _____
Lemieux & O'Neill, District Counsel

EB:vt

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